

Prepared by:  
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## **GRANT OF EASEMENT**

**THIS GRANT OF EASEMENT** is entered into as of \_\_\_\_\_, \_\_\_\_, 2009, by and between Sumter County School Board (hereinafter referred to as "Grantor"), and the Board of County Commissioners of Sumter County, Florida (hereinafter referred to as "Grantee").

**WHEREAS**, the Grantor is the owners of certain land described in Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, the Grantee is the owner of a road right of way upon which is located County Road 528 (hereinafter "CR 528") located in Sumter County, Florida; and

**WHEREAS**, the Grantee desires an easement over, across, upon, under, and through Grantor's land for purpose of a storm water storage and retention area; and

**WHEREAS**, the Grantor desires to grant such an easement to the Grantee pursuant to the terms and conditions set forth herein and that Certain Memorandum of Agreement Between the Sumter County Board of County Commissioners and the Sumter County School Board Regarding Use of Sumter County School Board Property North of CR 528 and West of State Road 471, dated \_\_\_\_\_, 2009.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor does hereby grant, bargain, sell, and convey to Grantee, and to Grantees' successors, successors-in-title, assigns, legal representatives, and to all other persons or entities claiming by, through, or under Grantee, a perpetual non-exclusive easement and right of way over, across, under, and through the following described land for the purpose of a storm water storage and retention area:

SEE ATTACHED EXHIBIT A

## **RESERVATION OF RIGHT**

1. Grantor expressly retains and reserves unto Grantor, Grantor's successors, assigns, legal representatives, and to all others claiming by, through, or under Grantor, the full use, benefit, and enjoyment of the above described lands in conjunction with the use of the Grantee and the right to convey such other easements over, across, and through said land as Grantor deems appropriate and that does not unreasonable interfere with Grantee's use of the easement as provided herein.

## **WARRANTY**

2. Grantor makes no representation or warranty that the easement granted herein is fit, proper, or useable for Grantee's intended use; nor does Grantor assume any responsibility or liability for Grantee's use, or of Grantee's servants, licenses, invitees, agents, tenants, or any other persons' use of said easement.

## **MAINTENANCE**

3. Grantor shall not be obligated for the payment of any costs or expenses in the construction, improvement, maintenance, or repair of any improvement that may presently exist on the easement granted herein nor for the costs and expenses of any improvement that may be built or installed on or in said easement by the Grantee in the future.

## **APPURTENANCE**

4. It is Grantor's intent and Grantee's understanding that this grant of easement shall be construed and interpreted as an appurtenance and benefit to, and run with, the road right of way upon which is located County Road 528 owned by the Grantee.

**OBSTRUCTION**

5. The Grantor agrees not to construct, install, build, or erect any building or structure upon the easement that may hinder, obstruct, frustrate, or prevent the Grantee's intended use of the easement.

**LIABILITY FOR USE**

6. Grantor shall not be responsible or liable for the Grantee's use, or of the Grantee's officer's, servants, employees, licenses, invitees, agents, guests, representatives or any other person's use of the easement. The Grantee shall hold Grantor harmless and indemnify Grantor, to the extent permitted by law, from any and all suits, actions, claims, and damages sustained by the Grantor and arising out of, or in connection with, the Grantee's use, or the Grantee's officer's, servants, employees, licenses, invitees, agents, guests, representatives or any other person's use of the easement.

**REVERSION**

7. In the event the Grantee ceases to use the easement for storm water storage and retention, then, in that event, the property described in Exhibit A shall revert back to the Grantor and the Grantor shall have the right of reentry and to take possession of the property free and clear of any interest or claim by the Grantee.

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

**SUMTER COUNTY SCHOOL BOARD**

\_\_\_\_\_

1st Witness

\_\_\_\_\_

Print name of witness

\_\_\_\_\_

2nd Witness

\_\_\_\_\_

Print name of witness

By: \_\_\_\_\_

\_\_\_\_\_, As Chairman

**STATE OF FLORIDA  
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as Chairman of the Sumter County School Board, on behalf of the Sumter County School Board, on the \_\_\_\_ day of \_\_\_\_\_, 2009, being personally known to me.

My Commission Expires: \_\_\_\_\_  
Notary Public